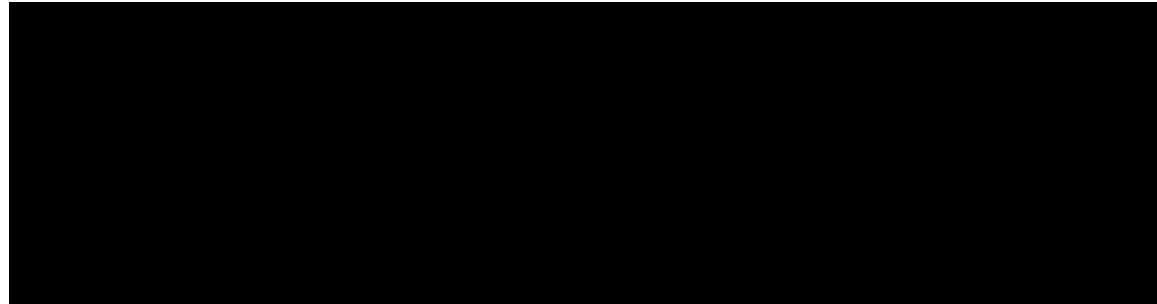


COMMUNICATIONS AUTHORITY OF KENYA



TENDER NO: CA/PROC/RFP/14/2017-2018

**REQUEST FOR PROPOSAL (RFP) TENDER FOR
CONSULTANCY SERVICES TO UNDERTAKE
PROVISION OF MEDIA MONITORING
SERVICES.**

**Head of Procurement,
Communications Authority of Kenya,
CA Centre, Waiyaki Way,
P. O. Box 14448,
NAIROBI - 00800,
KENYA.**

TABLE OF CONTENTS

	Page
SECTION I. Letter of Invitation	3
SECTION II. Information & Instructions to consultants...	5
SECTION III. Technical Proposal	15
SECTION IV. Financial Proposal	22
SECTION V. Terms of Reference	26
SECTION VI. Standard Form of Contract	29

SECTION I:

INVITATION TO TENDER

Tender REF No. CA/PROC/RFP/14/2017-2018

Tender Name: REQUEST FOR PROPOSAL (RFP) TENDER FOR CONSULTANCY SERVICES TO UNDERTAKE PROVISION OF MEDIA MONITORING.

The Communications Authority of Kenya (CA) is the regulator for the ICT industry with responsibilities in telecommunications, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources.

The Authority is seeking the services of a consultant/Agency to carry out Media Monitoring services aimed at providing monitoring of TV, Radio & Print and digital/social media coverage of news relating to CA and the ICT industry at large.

The objectives of the media monitoring service shall be;

1. Enable the Authority monitor and evaluate media campaigns
2. Help the Authority collect media intelligence on the sector to build effective communications strategies including stakeholder engagement
3. Enable the Authority determine areas of thought leadership within its mandate as reflected in the media
4. Help CA to protect and build its reputation, manage risk and benchmark with best media practice

The Consultant is therefore required to deliver a roundup of all searches by 7.30 am each morning and deliver the comprehensive search results by 3.00 pm every day. They will also provide quick news update, a daily report sent to CA Communications team as well as occasional additional in-depth report focused on major ICT related announcements.

Interested eligible firms may obtain tender documents from the Procurement Office at the CA Centre Waiyaki Way, during normal working hours. Procurement office at 3rd floor Wing A, at CA Centre along Waiyaki Way, Nairobi. The RFP documents will be issued free of charge.

Prices quoted should be net inclusive of all taxes and delivery costs. The quotation must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.

The Authority therefore invites sealed tenders from eligible candidates for the Consultancy for provision of Media Monitoring Services.

Duly completed RFP documents, in a plain sealed envelope marked; **CA/PROC/RFP/14/2017 – 2018“ REQUEST FOR PROPOSAL (RFP) TENDER FOR CONSULTANCY SERVICES TO UNDERTAKE PROVISION OF MEDIA MONITORING;** should be mailed to the address below or deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before **30th May 2018 at 2.30 p.m.**

**Head of Procurement
Communications Authority of Kenya,
P.O. Box 14448,
Nairobi 00800.
Tel: 4242000/0703-042000
Mobile: 0736 121515/ 121414
0727 531278/531279**

**E-mail: tenders@ca.go.ke
Website: www.ca.go.ke**

Tenders should be submitted in one big envelope containing technical and financial proposals, sealed separately and clearly marked:

- Technical proposal for provision of consultancy services to undertake provision of media monitoring.
- Financial proposal for provision of consultancy services to undertake provision of media monitoring.

Tenders will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the CA ground floor meeting room 2.

SECTION II : - INSTRUCTIONS TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Authority will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in this tender document.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial” for consulting services required.
- 2.1.3 Please note that (i) the costs of preparing the proposal, and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Authority is not bound to accept any of the proposals submitted.
- 2.1.4 The Authority’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.5 The Authority shall allow the tenderer to review the tender document free of charge before purchase.
- 2.1.6 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of two year contract period from the date of execution of the contract

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Authority’s address indicated. The Authority will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Authority may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Authority may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.

- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Authority and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare one original and a copy for each technical and financial proposal. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any

discrepancies between the original and the copies of the proposal, the original shall govern.

- 2.5.3** The original and a copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and the copy of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in this RFP Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Authority department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee appointed by the Authority shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows shown below:-

EVALUATION CRITERIA

The RFP for Media Monitoring services shall be evaluated in three stages namely:-

- Mandatory Evaluation -Pass/Fail
- Technical evaluation - 80%
- Financial evaluation. - 20%

(i) Mandatory Evaluation

The proposal shall be subjected to the mandatory evaluation, where firms must submit the following:-

NO	MANDATORY REQUIREMENT
MR1	Certificate of incorporation/registration
MR2	A valid tax compliance certificate
MR3	Must submit a dully filled up Confidential Business Questionnaire in Format Provided
MR4	Media Monitoring system/attach certificate from the supplier of the system
MR5	Audited accounts for the last three years (2014, 2015 and 2016)
MR6	Bidders are required to serialize the tender document in a format of 0001.....up to the last page as provided for in the PPDA Act 2015 section 74 (i)

Failure to submit any one of the above requirements will lead to disqualification or fail. Only those firms who pass in the mandatory stage will proceed to the technical evaluation stage.

(ii) Technical Capacity Evaluation

The technical capacity evaluation criteria is as follows:

CRITERIA	DESCRIPTION BY BIDDER	MAXIMUM MARKS
CAPABILITIES		70
Level of Automation of the media monitoring tools		5
Mechanism used to minimize extraneous/irrelevant clips and achieve accuracy of content		10
Archiving mechanisms and capability		10
Content customization features in the tools		10
Monitoring mechanisms for television; radio; social media and publications. (Descriptions should be given for each of the media sources above).		15
Value Addition that will come with the media monitoring reports and type of output that the Authority should expect. E.g. PR measurement data		5
No. of news sources the bidder has access to (indicate both local and international sources)		5
Description of analysis tools and software (Refer to Annex C)		10

TEAM CAPABILITIES		15
Team Organization		7
Qualifications of the team (Provide in Annex B)		8
CLIENT REFERENCES		15
No of client base and type of industry that the bidder has handled		7
References from at least four clients (provide letters from each client as evidence)		8
Total		100

Note: Only bidders scoring above 80/100 shall be considered for financial evaluation.

ANNEX B: TEAM TO BE ASSIGNED TO THE AUTHORITY’S MEDIA MONITORING SERVICES

Submit your proposals in this format:

Name of staff	Area of Expertise	Position Assigned	Task Assigned

The CVs of the respective team members and organization structure of the project team should be provided with the bid.

ANNEX C:

LIST OF ANALYSIS TOOLS AND SOFTWARE

The bidder should provide a list of the analysis tools and software in order to demonstrate technical capability to carry out the work. It should be indicated whether the same are proprietary or outsourced.

Name of Tool(s) /software used for media monitoring and analysis	Specifications	Indicate whether it is owned by the firm or outsourced

(iii) Financial Evaluation

The firms that qualify at the technical evaluation stage shall have their financial proposals opened by the client’s evaluation committee.

The committee shall thereafter compute the financial scores out of 20 points using the following formulae:-

$$\frac{\text{Lowest evaluated bid}}{\text{Bid Price}} \times 20 = \text{Financial Scores}$$

The technical and financial scores will be combined and the firm achieving the highest combined scores will be considered for award of the tender.

2.8 Evaluation of Financial Proposal

- 2.8.1 The evaluation committee will open and determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.2 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.3 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.4 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.5 Price variation requests shall be processed by the Authority within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Authority indicated in this RFP The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve

the Terms of Reference. The Authority and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Authority will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The Authority requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment..

2.12.2 The Authority will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.13 Performance bond

2.13.1 The Contractor awarded shall prior to execution of the contract Agreement furnish the Authority with a Performance Bond in form of bank guarantee that will remain valid for Thirty (30) days beyond the validity of the contract and the value of the Performance Bond shall be equivalent to **5 % of the Contract Value.**

2.13.2 The proceeds of the performance Bond shall be payable to the Communications Authority of Kenya as compensation for any loss or damage resulting from failure by the contractor awarded to fulfill its obligations under this tender.

SECTION III- TECHNICAL PROPOSAL FORMAT

Table of Contents

	Page
1. Technical proposal submission form	14
2. Firms references	15
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	16
4. Description of the methodology and work plan for performing the assignment	17
5. Team composition and Task assignments	17
6. Format of curriculum vitae (CV) for proposed Professional staff	18
7. Time schedule for professional personnel	20
8. Activity (work schedule)	21

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [*Title of consulting services*] in accordance with your
Request for Proposal dated _____ [*Date*] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial
Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

[*Authorized Signature*]:

[*Name and Title of Signatory*]

:
 _____ [Name of Firm]
 :
 _____ [Address:]

2. FIRM'S REFERENCES

**Relevant Services Carried Out in the Last Five Years
 That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:

Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:

Narrative Description of project:

Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.

- 3.
- 4.
- 5.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed _____ Position:

Name _____ of _____ Firm:

Name _____ of _____ Staff:

Profession: _____

Date _____ of _____ Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies: _____

Detailed _____ Tasks _____ Assigned:

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

_____ Date:

[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Activities	Due/	Months (in the Form of a Bar Chart)												Number months	of	
				1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report	

(b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL FORMAT

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	23
2. Summary of costs	24
3. Breakdown of price/per activity	24
4. Breakdown of remuneration per activity	24
5. Reimbursables per activity	25
6. Miscellaneous expenses	25

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]
 : _____ [Name and Title of Signatory]:
 _____ [Name of Firm]
 _____ [Address]

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	

--	--

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____			
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount	
Regular staff					
(i)					
(ii)					
Consultants					
Grand Total					

5. REIMBURSABLES PER ACTIVITY

Activity No: _____
 Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs				

	(telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE AND SCOPE OF SERVICES FOR MEDIA MONITORING SERVICES

THE AUTHORITY'S MANDATE

The Communications Authority of Kenya regulates the communications sector in Kenya. It was established in 1999 by the Kenya Information and Communications Act, 1998, and is responsible for facilitating the development of the Information and Communications sectors including; broadcasting, multimedia, telecommunications, electronic commerce, postal and courier services.

The Authority's mandate includes:

- a) Licensing all systems and services in the communications industry including telecommunications, postal/courier services and broadcasting.
- b) Managing the country's frequency spectrum and numbering resources.
- c) Facilitating the development of e-commerce.
- d) Type approving communications equipment meant for use in Kenya.
- e) Protecting consumer rights in the communications sector.
- f) Managing competition in the sector to ensure a level playing field for all players.
- g) Regulating retail and wholesale tariffs for communications services.
- h) Managing the universal access fund to achieve its objectives.

More information on the Authority can be found on the website: **www.ca.go.ke**

INTRODUCTION

Media monitoring services in this context is understood to mean the process of reading, watching or listening to the editorial content of media sources, identifying, saving and analyzing content on behalf of the Authority. This is to be done using specific keywords or topics that shall be mutually agreed upon with the Authority.

The Authority is seeking to enlist the services of a media monitoring consultancy. Such monitoring relates to content contained on various platforms, including but not limited to newspapers, magazines and other similar publications, trade journals, television, radio stations and online platforms.

The services shall be of an integrated nature with one media monitoring company providing all three media intelligence services: news, broadcast, and social media. Such a service provider will be expected to use their own proprietary systems to undertake all the facets of media monitoring. Due recognition should be given to the new and rapidly evolving media, and the changing forms of news including online consumer discussion and social communities. The media monitoring service shall therefore be carried out to meet the communication needs of the Authority.

OBJECTIVES OF CA'S MEDIA MONITORING SERVICES

- a. Help the Authority collect media intelligence on the sector to build effective communications and stakeholder engagement strategies
- b. Enable the Authority monitor and evaluate media campaigns Enable the Authority determine areas of thought leadership within its mandate as reflected in the media
- c. Provide inputs to the Authority's processes geared towards protection of and building its reputation, managing reputational risks and benchmarking with best media practice
- d. Provide inputs in the development of strategies for building effective media relations

Advertising and editorial content monitoring, analysis and reporting shall be done on a 24-hour basis on local and international media, which includes but will not be limited to:

- i. Television – local and international
- ii. Radio – national, regional and vernacular.
- iii. Print – Dailies, periodicals, publications, magazines
- iv. Online media – blogs, digital and social networks (Facebook, Twitter, Youtube, Flickr, Wikipedia, website articles)
- v. In depth analysis of key media, key influencer and journalist penetration for better targeted analysis and response

- vi. Reputational intelligence - Identifying and tracking emerging reputation risks be before they become a crisis.

SCOPE OF SERVICES

The consultant is expected to carry out media monitoring services on behalf of the Authority with respect to its mandate and any other initiatives. The coverage should include any mention of the Authority in all media platforms, print, broadcast and online, with reports on the same delivered in a concise, timely, and relevant manner. This service also includes provision of reports with analysis of media content, that customized to the Authority and done using media measurement and evaluation principles, in full transparency and accuracy. The Consultant may also be requested to provide special reports with special insights from data sets or specific sources.

The consultant shall be expected to use their tools to avail to the Authority, a summary of coverage of issues of interest to the Authority in line with the guided key words and phrases.

1. Specific deliverables include:

- a) A kick off meeting with the Authority for a briefing
- b) A summary of advertising and editorial content, as published in media through television, radio, print and digital/social media (blogs, Facebook, Twitter, Youtube, Flickr, Wikipedia, among others), with the related links to the content. The content shall be transmitted to the Authority through email in a mutually agreeable format in the morning before 7.30 am daily and at 3:00pm.
- c) Availing actual voice/audio-visual clips, which shall be uploaded online through a secure portal specifically created for the Authority. The Authority will be provided with a URL, user names and passwords for relevant personnel to access the information online. The Consultant shall also be required to facilitate the Authority's personnel with the access to the information.
- d) Provision of the advertising and editorial media content measurement reports and analysis on the Authority and industry, on a monthly basis, on the 10th day of every month, in a mutually agreeable format. The analysis should be aligned to the objectives of the media monitoring as shown above.
- e) Availing to the Authority, online media analysis reports with media intelligence on a weekly basis, on Fridays at 3:00pm.
- f) Availing to the Authority, special reports from specific data sets or sources, at the request of the Authority. This may include, but not limited to reports derived from use of the media monitoring tools that has the capability to track and map shifts in perceptual/reputation indicators associated with the brand of the Authority.

SECTION VI: FORM OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;

(b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

(c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;

(d) “Foreign Currency” means any currency other than the Kenya Shilling;

(e) “GC” means these General Conditions of Contract;

(f) “Government” means the Government of the Republic of Kenya;

(g) “Local Currency” means the Kenya Shilling;

(h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;

(i)“Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

(vii)

(a) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;

(b) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

(c)“Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(d) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

(viii)

1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

(ix)

2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes

of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

(a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultant becomes insolvent or bankrupt;

(c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

(x)

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(a) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following

Termination payments to the Consultant:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3 .OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

- 3.1.1 Consultant (i) Not to Benefit from Authority's, Discounts, Etc.**
- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade Authority, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
 - (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
 - (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

(xii)

Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or Authority's obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

- 3.1.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the services.
- 3.1.3 Prohibition of Conflicting Activities** Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
 - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- (xiii)
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Subconsultants”).

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

3. CONSULTANT’S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement Of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(xiv)

(a) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(b) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6.0 PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

(xv) Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Payments will be made to the account of the

Conditions of Payment

Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7.0 SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

(xvi)

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.